



Upon acceptance by Americo of your Agent/Agency Application, you will receive correspondence welcoming you as an agent. This correspondence should be filed with your Agent Agreement/Contract as it represents Americo's acceptance of your contract.

Contracting Checklist

Detailed below are all requirements that must be received in our office for the contracting process to begin.

52675 (03/18)-Checklist

Consumer Report Authorization (Required)	Please read and sign the Consumer Report Authorization Form (Form # 14-194-1)
Individual/Entity Application	<p>Please list your legal name as shown on your resident license when completing all paperwork. If you are applying as an individual, you do not have to complete the "Business Entity Background Section".</p> <p>Entities (<u>Corporation/LLC/Partnership</u>) – Must complete the "Business Entity Information" and "Business Entity Background Questions" as well as questions 1, 2, and 3 on the Individual Background Section.</p> <p>The application must be signed and dated in order to be considered.</p>
Insurance License(s)	Please indicate the licenses under which you and/or your corporations will be soliciting business. We will verify the license status via the Producer Database, so copies are not required.
Appointment(s) (Resident and Non Resident)	<p>For your convenience, Americo does not require you to submit up-front payment for non-resident appointment fees. These charges will be deducted directly from your commissions upon our acceptance of the contract or once the first piece of business has been submitted in a given non-resident state, depending on the state's regulations. Americo will pay resident appointment fees.</p> <p>If you are appointed in Virginia, the state requires all newly appointed agents to review an Administrative Letter at: http://www.scc.virginia.gov/division/boi/webpages/adminlets/02-09.pdf. For a complete list of all Virginia Administrative Letters that you should review, please go to http://www.scc.virginia.gov/division/boi/webpages/boiadminltrsforagents.htm</p>
E&O Certificate	Americo requires E&O coverage of at least \$1 million dollars. Please provide us with a copy of your current E&O certificate. Your certificate must indicate coverage for any line of business you sell (i.e. Life, Annuity).
Anti-Money Laundering (AML) Training Certification	All agents who write cash value products (including but not limited to, universal life, whole life, and annuities) must complete Anti Money Laundering (AML) training through LIMRA or an approved provider. If you have completed training through LIMRA within the past 2 years please provide the course name and effective date in the AML section of the application. If training has been completed through another course provider please provide a copy of your certificate. Agents writing cash value products who have not taken AML training via LIMRA or provided a copy of their certificate will be directed to the LIMRA website prior to solicitation.
Product Specific Training/ Continuing Education	All agents must complete any product specific or general (CE) training necessary prior to solicitation as required. Not doing so will require a new policy application. No policies will be issued and commissions will not be due or payable until such training has been completed.
Direct Deposit/EFT	Americo offers daily, weekly or monthly pay via electronic funds transfer (EFT) into your checking/savings account. Please include a voided check or deposit slip. If the routing and account numbers are not printed on your deposit slip, please have your bank prepare this information on their letterhead.
Assignment of Commissions (Optional)	To be completed if commissions are to be assigned to another entity/individual. Please ensure the form is signed by the Agent and Assignee. (Form # 02-049-1)
Commission Advance Addendum (Optional)	Complete if requesting Advance Commissions. (Form # 02-050-1)



SMC-010100 (03/18)

AGENT AGREEMENT WITH AMERICO LIFE, INC. AFFILIATES

52675 (03/18)

1. COMPANY-REPRESENTATIVE RELATIONSHIP

Each of Americo Financial Life and Annuity Insurance Company, Great Southern Life Insurance Company, The Ohio State Life Insurance Company, and any other companies as may be designated from time to time, (individually and collectively, the Company, we, us or our) appoints you as its agent/broker (Agent, you or your) to represent us in connection with the insurance products that you have been approved to sell on the Company's behalf (our policies), in accordance with this AGREEMENT. You may be appointed by any of the Companies upon acceptance by an authorized representative of the companies. Americo Financial Life and Annuity Insurance Company, The College Life Insurance Company of America, Great Southern Life Insurance Company, and The Ohio State Life Insurance Company, however, are separate companies. Your right to do business in any state is contingent upon your being licensed and actually appointed by the Company as required. You are deemed to have a separate contract enforceable by and against each of the Companies by whom you are appointed. Reference to "the Company" herein means the applicable appointing company(s). This Agreement supersedes any prior contracts or agreements between you and any of the Companies named above.

2. AGENT RIGHTS AND RESPONSIBILITIES

- a. **INDEPENDENCE.** As an independent contractor, you are free to exercise your discretion and judgment as to time, place, and means of performing all acts hereunder. Nothing in this AGREEMENT is intended to create a relationship of employer and employee between you and the Company.
- b. **TERRITORY.** You have no exclusive territories. Your territory is any state in which both you and the Company are authorized to do business.
- c. **AUTHORITY.** We authorize you, subject to the provisions of this AGREEMENT:
 1. to solicit applications for policies described in the SCHEDULE OF COMMISSIONS and promptly to forward the applications to the Company for consideration,
 2. to collect the full initial premium in a form payable directly to the Company for policies to be issued and promptly to submit all premium collected to the Company,
 3. to deliver policies in accordance with any and all applicable state and/or federal laws as well as any delivery requirements of the Company on a timely basis, and
 4. to make reasonable efforts to maintain the Company's policies in force and to provide reasonable assistance to the Company's policyholders.
- d. **COMMISSIONS.**
 1. **Agent's Commissions.** We will pay you, as full compensation for all services rendered and expenses incurred by you, first year and any applicable renewal commissions, at the rates provided and subject to the terms and conditions contained in the SCHEDULE OF COMMISSIONS, provided to you from time to time by your Independent Marketing Organization or as posted on the Americo.com website. The SCHEDULE OF COMMISSIONS may be changed, effective either upon notice to you by your Independent Marketing Organization or the Company posting updates to the Americo.com website. Any subsequent applications solicited by you shall be affected by such change. These commissions will accrue on premiums paid in cash to us for policies issued from applications procured by you while this AGREEMENT is in effect. Commissions will continue to be paid until the total commissions earned annually amount to less than \$500.00, at which point no further commissions will be due or payable. Any compensation payable will be subject to the minimum amounts in place from time to time by the Company.
 2. **General Agent's (agents with downline hierarchy) and Independent Marketing Organizations (IMO) Commissions.** The Company will directly pay commissions to your agents according to the applicable Agreement and SCHEDULE OF COMMISSIONS. By making such payments, the Company will discharge our obligations to you and your agents to the extent of such payments. To the extent commissions vest under this AGREEMENT and the Agent Agreements of your agents, there will be no reversion to you of commissions due your agents. All override commissions due you on policies sold by your agents prior to the date of termination will become non-vested if your AGREEMENT is terminated for cause. Commissions will continue to be paid until the total commissions earned annually amount to less than \$500.00, at which point no further commissions will be due or payable. Any compensation payable will be subject to the minimum amounts in place from time to time by the Company.
 3. We reserve the right to withhold compensation at any time pending any investigation of you by the Company or any governmental agency or authority for alleged improper conduct until such time as such investigation has been concluded. This provision shall not affect our ability otherwise to terminate this Agreement pursuant to its Termination provisions.

4. Agents, General Agents, and IMOs may designate and change the beneficiary to receive commissions, fees, and other compensation payable to the agent that have not been paid at the time of his/her death under this Agreement. Any beneficiary designation shall be effective upon receipt of a request satisfactory to Company. If no beneficiary designation is in effect upon the death of Agent, commissions, fees and other compensation owed to the Agent will become non-vested after 90 days after which no other compensation will be owed. The rights of any beneficiary, will cease upon the death of the beneficiary and shall be subject to the rights of any assignee of this Agreement, including the Company, and no such assignment shall require the consent of any beneficiary. This section shall survive the termination of this Agreement.
- e. **LICENSING.** You are responsible for all initial licensing fees and all applicable license renewal fees. We will pay the fee for your initial resident appointment. You will bear the cost of any nonresident appointment fees.
- f. **OTHER EXPENSES.** The Company will provide you with application forms, medical examination forms and the various papers necessary to write and service policies. You will be responsible for all other business expenses.
- g. **ADVERTISING AND SALES PROMOTION.** We will furnish to you all advertising materials, circulars and other Company printed sales material. We will consider your suggestions for specialized solicitation material, but none may be used without our prior written approval. You will, at all times, comply with applicable state laws and regulations.
- h. **REGULAR STATEMENTS.** We will make available to you statements of your earnings, commission advances, charges and reductions or repayments of indebtedness. We reserve the right to charge an administrative fee if you elect to receive paper statements when electronic statements are available. The Company must be notified in writing of any disputed amounts or transactions within ninety (90) days of the transaction date. No amounts or transactions may be disputed more than ninety (90) days after the transaction date.
- i. **MONEY LAUNDERING.** We are in compliance with United States laws concerning fraud and money laundering. We expect you to be aware of those laws relating to money laundering, and to comply with them as well. Such laws include, but are not limited to, the International Money Laundering Abatement and Anti-Terrorism Financing Act of 2001 (Title III of the USA PATRIOT Act). We expect you to adhere to the Company's Anti-Money Laundering (AML) guidelines; gather the necessary information needed to confirm the identity of applicants for the Company's products; complete the AML training required by the Company and immediately report suspected AML-related activity to the Company's AML officer.
- j. **COMMUNICATIONS.** As a condition of the authority granted hereunder, you shall adhere to all policies, procedures and instructions related to the selling of insurance on the Company's behalf that are communicated to you or otherwise made available to you by the Company, from time to time, in any manner or medium, no matter how labeled or transmitted. In the event that you opt out or do not avail yourself of any of the Company's forms of communication, you will be deemed to have received any Company communication made in that form, whether actually received or not, and will be responsible for complying with the contents of same.
- k. **PCI COMPLIANCE.** In the event that the Agent engages in payment card transactions as part of the services provided to a customer, the Agent shall comply with the Payment Card Industry Data Security Standards (PCI DSS) published by the PCI Security Standards Council, as the PCI DSS may be amended, supplemented, or replaced from time to time, and as applicable to the transactions processed by the agent. Agent accepts all responsibility for security of the cardholder data in their possession, even if the agent has separately contracted with a third party. For purposes of this Section, "Cardholder Data" means the numbers and other data assigned by card issuers to identify cardholders' accounts (including all data within the magnetic stripe), data about card transactions and other personal information of cardholders. Agent shall also defend, indemnify and hold harmless Americo and all affiliated companies, directors, officers, employees, successors and assigns from any and all claims, losses, liabilities, suits, actions, damages, associated with any and all payment card transactions and or security of cardholder data that may result.
- l. **COOPERATION.** You will fully cooperate with the Company in any state or federal regulatory investigations or proceedings, any matters of litigation, or any matters pertaining to policyholders, customers, claimants, or agents of the Company, to the extent that they are related to matters pertaining to this AGREEMENT.
- m. **GENERAL AGENTS AND INDEPENDENT MARKETING ORGANIZATIONS RIGHTS AND RESPONSIBILITIES.** You have the following additional rights and responsibilities to:
 1. solicit applications for policies described in the SCHEDULE OF COMMISSIONS through your agents appointed with our approval,
 2. recruit agents to solicit applications for policies,
 3. exercise proper supervision to assure the faithful performance by your agents of their Agent Agreements,
 4. provide training and support to your agents,
 5. repay in full amounts owed the Company by your agents upon demand by the Company. You are responsible for collecting from your agents, and
 6. collect override commissions or other compensation in states where insurance laws and or regulations permit commissions to be paid to agents who do not participate in any part of the insurance transaction.

3. COMPANY RIGHTS AND RESPONSIBILITIES

- a. RESERVATION OF AUTHORITY.** The Company reserves and retains the exclusive authority to, and your authority does not permit you to:
1. make, alter, or discharge any contract to which the Company is a party,
 2. waive or modify any terms, rates, conditions, or limitations of any policy,
 3. approve evidence of insurability, or bind or commit the Company on any risk, or in any manner except as outlined in the Conditional Receipt,
 4. deliver any policy where the health of the proposed insured at the time of the delivery is other than as stated in the application for insurance,
 5. collect any premiums after the initial premium without prior written approval from the Company,
 6. extend the time for any premium payment, or reinstate any lapsed policy,
 7. adjust or settle any claim, unless specifically directed by the Company,
 8. solicit applications in any state or jurisdiction without a valid insurance license for such solicitation,
 9. enter into any legal proceedings pertaining to the Company's business, except as noted in paragraph 4(e),
 10. exercise any authority on our behalf, other than as authorized by paragraph 2.,
 11. publish or circulate any advertisements, sales literature, illustrations or other printed materials referring to the Company or its products or officers without the company's prior written consent,
 12. incur any expenses in our name, without prior written approval, and
 13. approve or disapprove any of your agents. The Company's approval will be evidenced by our entering into an Agent Agreement with each of your agents.
- b. RESERVATION OF RIGHTS.** With reasonable notice to you we specifically reserve the right to:
1. discontinue or withdraw any policy from any state,
 2. modify or amend any policy or its premium rates,
 3. determine maximum and minimum limits on any policy,
 4. modify or change the conditions or terms under which any policy may be offered,
 5. implement and modify any rules and regulations of the Company,
 6. cease doing business in any state or geographically defined area,
 7. modify any SCHEDULE OF COMMISSIONS and the posting of any modifications on Americo.com by the Company shall constitute reasonable notice,
 8. make periodic revisions to this AGREEMENT and addendum or addenda thereto,
 9. terminate any of your agents, according to the applicable provisions of the Agent Agreements,
 10. assess you or your agents' unpaid charges, fees and other amounts as specified in our Agent Agreement and our rules and regulations, and
 11. demand repayment of any indebtedness to the Company by you or your agents at any time.
- c. SECURED OBLIGATIONS.** In order to secure the full and prompt payment of any and all indebtedness due from you or your agents to us or guaranteed by you, the Company will have a security interest and first lien on any monies due at any time under the SCHEDULE OF COMMISSIONS or any applicable addendum. In addition to any statutory or other legal basis, the Company will have the right of offset and, at any time, may deduct from any monies, or other rights due you, such indebtedness together with interest at the maximum rate allowed by the law of your state and any attorneys' fees and collection costs incurred by us. Any compensation due to you from any of our companies listed in Paragraph 1 above is subject to a similar security interest and may be offset against any indebtedness owed by you to any of our companies listed in Paragraph 1.
- d. INDEBTEDNESS.** In accordance with the terms of this AGREEMENT, you are responsible for your debt and the indebtedness of your agents. Agents include, but are not limited to, all agents and/or entities in any of your downlines or hierarchies under any agent code from which you receive commissions, overrides or any compensation or are a principal or owner. Upon termination of this AGREEMENT for any reason, the entire amount of all monies due from you, and any and all of your agents, will be immediately due and payable on demand, and you are responsible for assuring that the debt is repaid in full. This does not waive the Company's right to request payment on demand of any indebtedness, at any time, that is due and payable to the Company. Monies due to you that are subject to offset include, but are not limited to, commissions, overrides, any compensation that is payable to you by anyone in any of your hierarchies. Additionally, you authorize the Company to offset against any and all sources of compensation which may include other agent codes that are payable to you or entities for which you are the principal or owner.

You hereby agree that if you are terminated for indebtedness you will immediately become non-vested and any compensation in any form, present or future, is no longer due or payable to you.

The Company may agree to enter into a repayment plan with you. Defaulting on any repayment plan agreed to by the Company will result in any amounts owed by you, becoming immediately due and payable.

The Company hereby reserves the right (and you hereby consent) to charge interest on any outstanding indebtedness.

- e. VESTING.** Except as otherwise stated in this AGREEMENT, vesting rules are set by the Independent Marketing Organizations. Refer back to your Independent Marketing Organization for vesting rules.

- f. **RULES AND REGULATIONS.** The Company has the right to make and modify rules and regulations governing the issuance of its policies, the administration of this AGREEMENT and such other matters as the Company deems appropriate to further define the responsibilities and obligations of the parties. We will promptly provide you with such rules and regulations and any modifications.
- g. **MATERIALS AND RECORDS.** All materials and their content which we provide you or, approve for your use or any other information pertaining to our products, will remain our sole and exclusive property, and will be used only in the solicitation of applications for Company policies and may not be used for any other purpose without our prior written approval. Upon termination of this AGREEMENT, or at any time instructed by the Company to do so, you will destroy all materials in any way related to the Company or its products including, but not limited to, Confidential and Proprietary materials, materials bearing the Company's name or logo such as forms, letterhead, and business cards, etc.
- h. **ASSIGNMENT.** No assignment of this AGREEMENT or of any compensation due or to become due will be valid unless approved in advance in writing by the Company. Any assignment will be subject to the first lien and right of offset of the Company under paragraph 3(c), above.
- i. **AUDIT.** Your accounts, ledgers, correspondence and other records pertaining to this AGREEMENT shall, at all times, be open to inspection and audit by authorized representatives of the Company or any of its reinsurers, regardless of any termination of this AGREEMENT. The Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit and make copies from your books and records for the purpose of verifying your compliance with the provisions of this Agreement.
- j. **PRIVACY SAFEGUARDS.** You will read, accept and abide by the terms and conditions of the privacy statements and policies set forth on the Company's website. You will use, store and access policyholder information in full compliance with any applicable state and/or federal laws, regulations, rules or standards.

You shall implement Information Security safeguards designed to protect consumer Personal Information maintained or stored by you that are no less rigorous than accepted industry standards. You shall ensure that all such safeguards, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

In the event you know or reasonably believe that there has been any actual or attempted unauthorized acquisition, receipt, transmission of or access to any policyholder information maintained or stored by you (in any manner), that may compromise the security, confidentiality, or integrity of any protected policyholder information ("Security Breach"), you shall immediately notify the Company of such Security Breach and provide information regarding its policyholders as requested.

In the event there has been a Security Breach of information maintained or stored by you, you, at your own cost, will take any and all remedial steps required by state or federal law, including, but not limited to, all notification requirements to individuals or governmental agencies

Consistent with Section 4(d) of this AGREEMENT, you shall indemnify and hold the Company harmless from and against any and all claims, demands, actions, suits, administrative proceedings and investigations, losses, damages, judgments, settlements, liabilities, costs, penalties and expenses (including attorney's fees) caused directly or indirectly by an act or omission of your agents or employees arising out of or in any way connected with any Security Breach.

4. RIGHTS AND RESPONSIBILITIES OF BOTH PARTIES

- a. **RECORDS.** Both parties will keep proper records, as necessary, relating to the business transacted under this AGREEMENT.
- b. **CONDUCT OF BUSINESS.** Both parties will conduct their activities as authorized and contemplated by this AGREEMENT in accordance with applicable laws and regulations. Both parties agree to treat each other on a fair and equitable basis in all dealings.
- c. **SUPERVISION.** You will supervise your employees and agents who solicit and process applications for our insurance policies as provided in this AGREEMENT and will cause them to comply with all rules, regulations, and obligations imposed on you. The Company agrees to treat them as fairly and equitably as we treat you.
- d. **INDEMNIFICATION.**
 - 1. You shall defend, indemnify, protect, and hold Company harmless from and against any and all liability for claims, suits, regulatory or administrative proceedings and investigations, losses, damages, costs, penalties and expenses, including but not limited to court costs and reasonable attorneys' fees related thereto, arising out of or incurred by reason of (1) the breach of this Agreement, or (2) any actual or alleged negligent or intentional act, error or omission, or (3) any other act, error, violation, omission, or breach relating to any obligation under any applicable statute, regulation or other applicable law including but not limited to the Telephone Consumer Protection Act or similar laws and regulations, on the part of you, your Agents, anyone in your downline or hierarchy or others acting on your behalf in placing business pursuant to or carrying out the terms of this Agreement except to the extent such act, error, violation, or omission was expressly and knowingly authorized, by the Company. Your indemnification obligation includes all costs, expenses and attorneys' fees incurred by Company to enforce this indemnity obligation.

2. The Company shall defend, indemnify, protect, and hold you harmless from and against any and all liability for claims, suits, regulatory or administrative proceedings and investigations, losses, damages, costs, penalties and expenses, including court costs and reasonable attorneys' fees related thereto, arising out of or incurred by reason of (1) breach of this Agreement, or (2) any actual or alleged negligent or intentional act error or omission, or (3) any other act, error, violation, omission, or breach relating to any obligation under any applicable statute, regulation or other applicable law, on the part of the Company or others acting on Company's behalf in the placement of business pursuant to or carrying out the terms and conditions of this Agreement except to the extent such act, error, violation or omission was expressly and knowingly authorized by you. Company's indemnification obligation includes all costs, expenses and attorneys' fees incurred by Agency to enforce this indemnity obligation.
 3. The indemnified party shall promptly notify the indemnifying party of any claim for which indemnification is sought, following actual knowledge of such claim, provided however that the failure to give such notice shall not relieve the indemnifying party of its obligations hereunder except to the extent that such indemnifying party is materially prejudiced by such failure. In the event that any third-party claim is brought, the indemnifying party shall have the right and option to undertake and control the defense of such action with counsel of its choice, provided however that (i) the indemnified party at its own expense may participate and appear on an equal footing with the indemnifying party in the defense of any such claims, and (ii) the indemnified party may undertake and control of such defense in the event of the material failure of the indemnifying party to undertake and control the same.
The indemnified party shall not consent to judgment or concede or settle or compromise any claim without the prior written approval of the indemnifying party (which approval shall not be unreasonably withheld), unless such concession or settlement or compromise includes a full and unconditional release of the indemnifying party from all liabilities in respect of such claim.
- e. **SERVICE.** Both parties will provide prompt and professional service to our policyholders. By accepting compensation for the policies sold, you acknowledge that the actual policies sold and in force are the property of the Company. As such, you will not take any actions that suggest to, or encourage the policyholder to, surrender, lapse, or replace the policy or to cease premium payments. Any such activity gives us the right to terminate this AGREEMENT for cause. Such termination shall not be considered a waiver of the Company's right to seek damages arising from your conduct.
- f. **ORAL REPRESENTATIONS.** Both parties confirm that no oral promises or representations exist which are not included in this AGREEMENT.
- g. **CONTRACT RIGHTS.** Both parties recognize the rights of Independent Marketing Organizations and General Agents to all of their contracted agents, provided that such contracted agents have written new business defined as a submitted application for the Company's insurance products during the six-month period immediately preceding a request to transfer the agent to another Independent Marketing Organization or General Agent. If agents contracted by an Independent Marketing Organization or General Agent have written new business for the Company during the six-month period immediately preceding a request to transfer the agent to another Independent Marketing Organization or General Agent, transfer will be allowed under the following circumstances:
1. With a written release by the current Independent Marketing Organization and General Agent;
 2. Without a written release if the Agent is terminated by the Independent Marketing Organization for reasons other than the "Termination For Cause" reasons listed in Section 4(j) of this Agreement; or
 3. Without a written release, six months after a request to transfer has been received by the Company (hereinafter "the Notice Period"). During this six-month notice period, the agent may continue to write business under the then current IMO without resetting the notice period and or release date. **Nothing within this provision will affect or alter the current Independent Marketing Organization's or General Agent's right to override commissions or other compensation generated during the Notice Period.**
- Any debt that may exist at the time of transfer and/or any debt incurred regardless of when the policy was written will transfer with the agent and the new Independent Marketing Organization and General Agent shall bear liability for such indebtedness.**
- h. **TERMINATION WITHOUT CAUSE.** Termination under this clause will not impair any contractual rights to commissions under the terms of the SCHEDULE OF COMMISSIONS. This AGREEMENT may be terminated without cause as follows:
1. by either party giving written notice, mailed to the other party's last known address or sent electronically to the last known email address where permitted by state law, and within the timeframe required by the law of your state. Termination shall be effective upon the date of the written notice of termination,
 2. upon your failure to provide us with a current resident mailing address whether or not required by state law, or a current email address if your state allows for termination notice to be delivered by electronic means,
 3. upon your failure to produce an adequate volume of business, or to maintain an in-force persistency or policy placement rate acceptable to the Company.
- i. **AUTOMATIC TERMINATION.** Termination under this clause will not impair any contractual rights to commissions under the terms of the SCHEDULE OF COMMISSIONS. This AGREEMENT will automatically be terminated as follows:
1. when you die, file for bankruptcy, or give an assignment for the benefit of creditors, if you are an individual,
 2. upon the dissolution, bankruptcy, insolvency or assignment for the benefit of creditors, if you are a partnership or corporation,
 3. upon the death of one or more partners, if you are a partnership,
 4. upon your failure to acquire or continuously maintain all licenses required by law,
 5. upon the termination of the Agent Agreement of your General Agent or Independent Marketing Organization.

- j. TERMINATION FOR CAUSE.** This AGREEMENT may be terminated for cause as follows, if you:
1. withhold any funds, commissions, overrides or any other compensation payable that rightfully should have been transmitted to an agent of the Company,
 2. withhold any premium, receipts, documents, correspondence, or any other funds that rightfully should have been transmitted to the Company,
 3. fail to promptly return any property belonging to us when requested to do so,
 4. have a final judgment of felony conviction involving dishonesty or breach of trust, or any offense under Title 18 U.S. Code, Sec. 1033,
 5. hold a license that is revoked or suspended in any state or jurisdiction,
 6. have a required bond refused or cancelled,
 7. misrepresent any of our products or services,
 8. misrepresent or omit any material information on an application for, or reinstatement of our policy,
 9. commit or attempt to commit fraud, against the Company or a policyholder,
 10. fail to comply with material terms of this AGREEMENT, including but not limited to 2(l) Cooperation, or our stated rules and regulations, cause or attempt to cause employees or agents of ours to discontinue their association with the Company,
 11. cause or attempt to cause any policyholder of the Company to discontinue any policy, or discontinue contributions to any annuity contract,
 12. falsify or alter material information provided to us, or fail to provide any material information to the Company upon request, or
 13. violate any state or federal law that would preclude you from obtaining or maintaining an insurance license.

Upon termination for cause, you will have no further rights under this AGREEMENT to any commissions, commission overrides or other compensation otherwise payable under the terms of this AGREEMENT and the SCHEDULE OF COMMISSIONS. A termination for cause will be effective upon your conviction of a felony or any crime under Title 18 U.S. Code, Sec. 1033, or revocation of your license to sell insurance, or upon the Company sending you a written notice of termination which specifies one or more of the above reasons for termination for cause. A termination for cause may trigger reporting requirements to state departments of insurance.

k. FINAL ACCOUNTING, PAYMENT OBLIGATIONS AND RECOVERY RIGHTS.

1. Upon termination of the Agent Agreement of any of your agents for cause or without cause, the entire amount of all monies due from such terminated agents, will be immediately due and payable on demand, and you will be responsible for repayment of such debt in full. Such responsibility will include the indebtedness of all agents that you receive an override on, recruit to solicit policies on behalf of the Company, or where you have guaranteed the indebtedness.
2. Upon termination of this AGREEMENT for any reason, the entire amount of all monies due from you, and any and all of your agents, will be immediately due and payable on demand, and you are responsible for assuring that the debt is repaid in full. This does not waive the Company's right to request payment on demand of any indebtedness, at any time, that is due and payable to the Company.
3. You have the right to recover from your agents amounts owed to you by your agents under the terms of this AGREEMENT, together with interest, all costs of collection, and attorney's fees.

- l. NON-WAIVER.** Forbearance by either party to insist upon the performance of any provisions of this AGREEMENT, at any time, or under any circumstances, will not constitute a waiver of the right to demand performance at any future time.

5. GENERAL PROVISIONS

This AGREEMENT is governed by the laws of the State of Texas. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the Northern District of Texas and the trial courts of the State of Texas and consent to the personal jurisdiction of such courts for purposes of this agreement. This AGREEMENT, together with the Agent/Agency Application contemporaneously submitted to the Company and the attached SCHEDULE OF COMMISSIONS and the ADDENDUM(S) applicable to this AGREEMENT, constitute the entire agreement of the parties, will be effective on the date accepted by the Company and will supersede any prior agreements, and may only be modified in writing.



CONSUMER REPORT AUTHORIZATION FORM

CONSENT TO OBTAIN CONSUMER REPORTS

This notice is being provided to you by Americo Financial Life and Annuity Insurance Company ("Company") pursuant to the Fair Credit Reporting Act ("FCRA"). As used herein, "the Company" means the above-identified insurer as well as its parents, subsidiaries, affiliates, officers, employees, agents and representatives.

In connection with determining your eligibility to be appointed or sponsored as an agent of the Company, and to maintain such appointment, in one or more states, the Company will from time to time conduct background checks. Such background checks may include the ordering of "consumer reports" from a "consumer reporting agency" containing information on, among other items, your criminal and credit history. These terms are defined in the FCRA. Additional information concerning the FCRA, 15 U.S.C. § 1661 et seq., is available at the Federal Trade Commission's website (<http://www.ftc.gov>).

I hereby authorize the Company and its authorized agents to obtain consumer reports and/or investigative consumer reports in accordance with the FCRA. I further authorize any present or former employers, consumer reporting agencies, educational institutions, criminal justice agencies, departments of motor vehicles, public agencies, financial institutions, or other persons or agencies having knowledge of me to submit information, including data received from other sources, in order that my qualifications may be evaluated.

I understand that this release is valid for any future consumer report that may be requested by the Company. I hereby consent to the Company obtaining such information from time to time, as the Company, in its sole discretion, deems necessary. I further consent to the disclosure of the information to government or regulatory agencies. I also continually authorize the Company to disclose any information received as a result of its background check to my Agency or Independent Marketing Organization. I acknowledge that a copy of this release may be relied upon in lieu of and shall have the same force and effect as the original. This release is valid for all federal, state, county and local agencies and authorities.

Applicant's Signature (Required)

Date (Required)

Applicant's Name (Printed)

AGENT/AGENCY APPLICATION

Applicant is: ☐ An Individual ☐ Corporation ☐ LLC ☐ Partnership

Individual Information (All applicants must complete)

52675 (03/18)

Full Legal Name			
<input type="checkbox"/> Mr. <input type="checkbox"/> Ms.	First Name	Middle Name	Last Name
Date of Birth(MM/DD/YYYY)		Social Security Number	Business E-Mail Address
Business Phone		Business Fax	Cell Phone
Residence Address			
Street		City	State Zip Code
Mailing Address			
Street		City	State Zip Code

Business Entity Information (Corporation, LLC, or Partnership)

Name and Mailing Address			
Business Name		Tax ID	
Street		City	State Zip Code
Name and Title of Each Principal/Owner Including Applicant (Required for Entities)			
If additional space is required, please attach a separate sheet			
Name		Title	
Name		Title	
Name		Title	
Name:		Title	

Beneficiary Designation			
You may designate a single beneficiary to receive any applicable commissions after your death. If you do not designate a beneficiary, you will become non-vested after 90 days and any earnings due to you after that will be terminated. If you designate a beneficiary, there will be no further commissions due and owing after the earlier of the named beneficiary's death or your total annual commissions fall below the company minimum. If you are married and reside in a community property state and name someone other than your spouse as beneficiary, payment of commissions may be delayed or disputed unless your spouse provides written authorization consenting to the beneficiary designation.			
Name		Date of Birth (MM/DD/YYYY)	Social Security Number
Street Address		City	State Zip Code

INDIVIDUAL BACKGROUND QUESTIONS

BACKGROUND: Violent Crime Control and Law Enforcement Act of 1994: The Violent Crime Control and Law Enforcement Act of 1994 is the largest crime bill in the history of the United States. For purposes of this application, the Crime Act of 1994 prohibits any individual who has been convicted of a criminal felony involving dishonesty or breach of trust to willfully engage in business of insurance. Acts that would exclude you from engaging in the business of insurance include, but are not necessarily limited to, (1) knowingly make false material statements in financial reports submitted to insurance regulators; (2) embezzle or misappropriate monies or funds of an insurance company; (3) make material false entries in the records of an insurance company in an effort to deceive officials of the company or regulators regarding the financial condition of the company; (4) obstruct an investigation by an insurance regulator. In addition to the foregoing, THE 1994 CRIME ACT MAKES IT A FEDERAL CRIME FOR INDIVIDUALS WHO HAVE BEEN CONVICTED OF A FELONY INVOLVING DISHONESTY, BREACH OF TRUST, OR ANY OF THE OFFENSES LISTED ABOVE TO WILLFULLY ENGAGE IN THE BUSINESS OF INSURANCE. Willfully engaging in the business of insurance includes acting as an insurance agent. Penalties for violating the 1994 Crime Act include civil fines up to \$50,000 and imprisonment up to 15 years. IT IS YOUR RESPONSIBILITY TO KNOW IF YOU HAVE A CRIMINAL CONVICTION THAT PLACES YOU IN VIOLATION OF THE 1994 CRIME ACT, AND TO REPORT SUCH CONVICTIONS TO AMERICO.

- | | Yes | No |
|---|--------------------------|--------------------------|
| 1. Will you be in violation of the 1994 Crime Act if you act as an insurance agent? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Did you file a 1033 form in any state due to felony charges covered by 18USC 1033? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Have you ever filed bankruptcy? | <input type="checkbox"/> | <input type="checkbox"/> |

If you are applying as an Entity skip the below questions and move to page 3

- | | | |
|--|--------------------------|--------------------------|
| 4. Are you currently charged with or have you ever been convicted of a crime, including felony, misdemeanor, or military offense? | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Convicted includes, but is not limited to, a guilty verdict, withdrawn plea, probation, nolo contendere plea, suspended sentence, or fine. You may exclude traffic citations and juvenile offenses.</i> | | |
| 5. Do you have any outstanding debt(s) with any insurance company(ies)? | <input type="checkbox"/> | <input type="checkbox"/> |
| If "Yes", please provide: Name: _____ Amount: _____ Relationship: _____ | | |
| 6. Do you currently have a state, federal or any taxing authority tax lien? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Do you have any outstanding civil judgments? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Have you ever been refused a bond or had a bond cancelled? | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Have you ever been named or involved as a party in an administrative proceeding including but not limited to FINRA sanctions or arbitration proceeding regarding any professional or occupational license or registrations? Includes State Insurance Department investigations, license suspensions, revocations, or administrative fines. | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>"Involved" means having a license censured, suspended, revoked, canceled, terminated; or, being assessed a fine, a cease and desist order, a prohibition order, a compliance order, placed on probation, sanctioned or surrendering a license to resolve administrative action. "Involved" also means being named as a party to an administrative or arbitration proceeding, which is related to a professional or occupational license or registration. "Involved" also means having a license application denied or the act of withdrawing an application to avoid a denial. You may EXCLUDE terminations due solely to noncompliance with continuing education requirements or failure to pay a renewal fee.</i> | | |

If you answered "Yes" to any questions, please attach a signed written explanation with all relevant information and supporting documents (e.g., Official Court Records, Repayment Agreements, and corresponding receipts).

To aid in expediting your application, please provide the following additional documentation for "Yes" responses to the below questions. Failure to provide a signed explanation and supporting documentation will delay contracting.

- | | |
|----------------------|--|
| Questions 1 & 2: | Along with the written explanation, you must attach a copy of the 1033 consent from your home state |
| Question 3: | If satisfied, disposed of or discharged, provide court documentation and/or 6 months repayment history |
| Question 4: | Along with the written explanation, you must attach a copy of charging document and/or the official document, which demonstrates the resolution of the charges or any final judgment |
| Questions 5, 6, & 7: | Provide 6 months proof of repayment |
| Question 9: | Attach: |
| | a) a written statement identifying the type of license, all parties involved (including their percentage of ownership, if any) and explaining the circumstances of each incident. |
| | b) a copy of the Notice of Hearing or other document that states the charges and allegations, and |
| | c) a copy of the official document which demonstrates the resolution of the charges or any final judgments |

BUSINESS ENTITY BACKGROUND QUESTIONS

(Required for all Entities)

BACKGROUND: Violent Crime Control and Law Enforcement Act of 1994: The Violent Crime Control and Law Enforcement Act of 1994 is the largest crime bill in the history of the United States. For purposes of this application, the Crime Act of 1994 prohibits any individual who has been convicted of a criminal felony involving dishonesty or breach of trust to willfully engage in business of insurance. Acts that would exclude you from engaging in the business of insurance include, but are not necessarily limited to, (1) knowingly make false material statements in financial reports submitted to insurance regulators; (2) embezzle or misappropriate monies or funds of an insurance company; (3) make material false entries in the records of an insurance company in an effort to deceive officials of the company or regulators regarding the financial condition of the company; (4) obstruct an investigation by an insurance regulator. In addition to the foregoing, THE 1994 CRIME ACT MAKES IT A FEDERAL CRIME FOR INDIVIDUALS WHO HAVE BEEN CONVICTED OF A FELONY INVOLVING DISHONESTY, BREACH OF TRUST, OR ANY OF THE OFFENSES LISTED ABOVE TO WILLFULLY ENGAGE IN THE BUSINESS OF INSURANCE. Willfully engaging in the business of insurance includes acting as an insurance agent. Penalties for violating the 1994 Crime Act include civil fines up to \$50,000 and imprisonment up to 15 years. IT IS YOUR RESPONSIBILITY TO KNOW IF YOU HAVE A CRIMINAL CONVICTION THAT PLACES YOU IN VIOLATION OF THE 1994 CRIME ACT, AND TO REPORT SUCH CONVICTIONS TO AMERICO.

- | | Yes | No |
|---|--------------------------|--------------------------|
| 1. Is the Business Entity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited Liability Company currently being charged with or has ever been convicted of a crime, including felony, misdemeanor, or military offense?
<i>Convicted includes, but is not limited to, a guilty verdict, withdrawn plea, probation, nolo contendere plea, suspended sentence, or fine. You may exclude traffic citations and juvenile offenses.</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Does the Business Entity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited Liability Company have any outstanding debt(s) with any insurance company(ies)?
If "Yes", please provide: Name: _____ Amount: _____ Relationship: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Has the Business Entity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited Liability Company, ever been subject to a bankruptcy proceeding? (Do not include personal bankruptcies, unless they involve funds held on behalf of others.) | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Does the Business Entity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited Liability Company currently have a state, federal or any taxing authority tax lien? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Does the Business Entity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited Liability Company have any outstanding civil judgments? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Has the Business Entity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited Liability Company ever been refused a bond or had a bond cancelled (other than for non-payment)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Has the Business Entity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited Liability Company ever been named or involved as a party in an administrative proceeding including but not limited to FINRA sanctions or arbitration proceeding regarding any professional or occupational license, or registrations? Includes State Insurance Department investigations, license suspensions, revocations, or administrative fines.
<i>"Involved" means having a license censured, suspended, revoked, canceled, terminated; or, being assessed a fine, a cease and desist order, a prohibition order, a compliance order, placed on probation, sanctioned or surrendering a license to resolve administrative action. "Involved" also means being named as a party to an administrative or arbitration proceeding, which is related to a professional or occupational license or registration. "Involved" also means having a license application denied or the act of withdrawing an application to avoid a denial. You may EXCLUDE terminations due solely to noncompliance with continuing education requirements or failure to pay a renewal fee.</i> | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered "Yes" to any questions, please attach a signed written explanation with all relevant information and supporting documents (e.g., Official Court Records, Repayment Agreements and corresponding receipts).

To aid in expediting your application, please provide the following additional documentation for "Yes" responses to the below questions. Failure to provide a signed explanation and supporting documentation will delay contracting.

- Question 1: Along with the written explanation, you must attach a copy of charging document and/or the official document, which demonstrates the resolution of the charges or any final judgment
- Question 2: Provide 6 months proof of repayment
- Question 3: If satisfied, disposed of or discharged, provide court documentation and/or 6 months repayment history
- Question 4 & 5: Provide 6 months proof of repayment
- Question 7: Attach:
- a written statement identifying the type of license, all parties involved (including their percentage of ownership, if any) and explaining the circumstances of each incident.
 - a copy of the Notice of Hearing or other document that states the charges and allegations, and
 - a copy of the official document which demonstrates the resolution of the charges or any final judgments

LICENSES

Non-resident appointment fee(s) will be deducted directly from your commissions upon acceptance of the agent application, in states requiring an immediate appointment, or in all other states once the first piece of business has been submitted. Non-resident appointment fees will be deducted from your from your upline if you are not paid directly by Americo.

List the non-resident states you plan to solicit business in and would like to be appointed in accordance with the states requirements:

***For any state you list that requires an immediate appointment upon execution of your agent application, you will be charged and assume responsibility for payment of the appointment fee.**

AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER (DIRECT DEPOSIT)

Commissions are sent daily (default), weekly, or monthly through Electronic Funds Transfer into your bank account.

I hereby authorize the Company to pay my commissions by depositing my commissions through Electronic Funds Transfer and to initiate, if necessary, adjustments involving errors to the deposits, but only to the extent of the errors, in the account indicated below. The undersigned also authorizes the depository named below, (the "Depository") to accept such deposits and make any requested adjustments to such account as instructed by the Company. It is agreed that these deposits may be made electronically and under the Rules of the Mid-America Automated Clearing House Association. This authority is to remain in full force and effect until the Company has received written notification from me of its termination, allowing the Company enough time to act on it.

Please complete all information.

Account Holder's Name (please print)	Applicant's preferred pay frequency: <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly
Routing Number	Account Number

Please include one of the following:

Voided check for checking account (or)

Deposit slip for savings account (or)

- must indicate account number
- note that routing number on the deposit slip is not the bank routing number needed to transmit a deposit, please confirm routing number with your bank and write above
- verify that the numbers are the same as on your account as these sometimes differ

Bank routing and account numbers on financial institutions letterhead

REPRESENTATIONS AND AGREEMENTS

- I can solicit business only in states where I am licensed. I will not solicit business in states that prohibit solicitation prior to my appointment.
- As a general rule, it is not acceptable for me to make a solicitation anywhere other than in the resident state of the applicant.
- Premium checks will be payable to and sent directly to the Company. No premium checks will be deposited to a personal or business account. Money orders will not be accepted for initial premium.
- I will represent all policies according to their applicable provisions, including any illustration of values and benefits. Full disclosure will be made regarding all policy features and conditions relevant to the receipt of benefits.
- I will abide by all rules and regulations of the Company, which may be subject to change at any time.
- If I am convicted of or plead guilty to any felony involving dishonesty or breach of trust, or any offense under Title 18 U.S. Code Sec. 1033, or am required to file under any sex offender registration law of any state, I will immediately report it to the Company.

TAXPAYER IDENTIFICATION CERTIFICATION

1. Under penalties of perjury, I certify that I am a US citizen or other US person, and that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).
2. I am not subject to backup withholding because (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding.*
3. I am exempt from FATCA (Foreign Account Tax Compliance Act) reporting.

*You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest or dividends on your tax return.

"The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding."

E&O COVERAGE

By signing this application, you acknowledge that you are responsible for maintaining, and agree to maintain, E&O liability coverage of not less than \$1 million at the time any business is written on behalf of the company, during the term of this Agent Agreement and for a period of two years after the Agreement is terminated. Your certificate must indicate coverage for any line of business you sell (i.e. Life, annuity).

Carrier Name

Coverage Amount (min. \$1 million)

Policy Number

Expiration Date

ANTI-MONEY LAUNDERING TRAINING CERTIFICATION

All agents who write cash value products (including but not limited to, universal life, whole life, and annuities) must complete Anti Money Laundering (AML) training through LIMRA or an approved provider. **If you have completed training through LIMRA within the past 2 years please provide the course name and effective date below. If training has been completed through another course provider please provide a copy of your certificate.** Agents writing cash value products who have not taken AML training via LIMRA or provided a copy of their certificate will be directed to the LIMRA website prior to solicitation.

Yes No

Have you completed Anti-Money Laundering Training through LIMRA? ☐ ☐

Note: If "Yes" provide the course name and completion date if completed within the last 2 years. If "No" and you have completed training through another course provider please include a copy of your certificate of course completion.

Date of Last Course Completed

Name of Course Completed

AGENT'S DECLARATION AND AUTHORIZATION

- It is understood that I will be responsible for any and all commission chargebacks to my account and to the accounts of any other agents on whose production I receive a commission override. Should litigation be necessary to collect any debit balance, reasonable attorney fees and collection costs plus interest at the highest rate allowable by state law may also be awarded to the Company.
- I am fully aware and understand that as a licensed insurance agent it is my responsibility to completely understand the products and companies I represent and to properly solicit these products to consumers in accordance with insurance solicitation laws and consumer protection laws within the state(s) where I hold a resident and/or non-resident license.
- I understand and agree that the information obtained about me may be used and relied upon by the Company in assessing and evaluating my application for appointment. I hereby release the Company, its authorized agents and any person or entity which provides information pursuant to this authorization, from any and all liabilities, claims or lawsuits relating to the information obtained from any and all of the above-referenced sources, or from furnishing the same.

I hereby certify that I have truthfully answered the questions above. I further certify that in answering the questions above I have exercised due diligence in researching all answers provided, including, but not limited to, examining whether I have any criminal convictions that place me on violation of the 1994 Crimes Act. The information is to the best of my knowledge and belief accurate Statements of Fact. I further understand that if any material information given in this application is found to be incorrect or incomplete, it will be grounds for termination at the Company's discretion, and grounds for any state, federal, contractual or other remedies the Company may have available to it. I understand and agree to the terms of that document known as the Agent Agreement with Amerigo Life, Inc. Affiliates, (Form No. SMC-010100), which is incorporated into and made a part hereof by this reference, and agree that all obligations imposed thereunder shall survive the termination of such Agent Agreement. If you are signing on behalf of a General Agency or Independent Marketing Organization, by signing this Agent Agreement, you agree that you are a duly authorized principal for your General Agency or Independent Marketing Organization, and that you have authority to sign and bind your General Agency or Independent Marketing Organization to the terms set forth herein, and that your signature authorizes the disclosure of the requested information.

Applicant's Signature (Required)

Date (Required)

Applicant's Name (Printed)